

DIR-CPO-4489
APPENDIX D
Service Level Agreement

DIR Contract No. DIR-CPO-4489 and this agreement shall govern the Terms and Conditions of this Agreement. VENDOR shall, under the terms and conditions of this Agreement, provide CUSTOMER with (A) a limited and non-exclusive license to use VENDOR's Software, (B) hosting of the server necessary to run Software, (C) train-the-trainer training, software support, and online training videos, and (D) unlimited customization of Software reports, assessments and field values as described in this agreement.

1. PERSIMMONY (Vendor) POINT OF CONTACT

- VENDOR shall, under the terms and conditions of this Agreement provide project management services to assist CUSTOMER in implementing and using VENDOR's Services.

Contact Information:

Persimmony International, Inc
Attn: Michael Kogus
33 Endless Vista
Aliso Viejo, CA 92656

2. TECHNICAL SUPPORT

- VENDOR shall under the terms and conditions of this Agreement, provide 1st Tier Admin Support and 2nd Tier End-User Support to CUSTOMER. Persimmony provides comprehensive first-tier support to the Customer's Administrator and our online tools so all End Users can receive one-on-one virtual training and support plus second-tier support for all Authorized Users if the Customer's Administrator is unable to troubleshoot the Users Database problems.
- 1st Tier Admin Support: If the Customer's designated Administrator has questions about Persimmony, they have unlimited access to their project manager and our technical support team via phone or e-mail from 8:00 AM to 5:00 PM Monday through Friday, excluding Customer holidays. Typical help desk response time to resolve any issue is usually immediate but we like to say it will occur well within two hours of initial request. Emergency assistance is even available seven days a week, 24 hours a day covering system failures or other emergency needs of the Commission.
- 2nd Tier Support: If an authorized user has questions about Persimmony they would make their first call to the Customer's designated Administrator. Because the majority of questions from authorized users involve assessment inquiries or password re-sets and not 'how to use the system' Persimmony would be 2nd Tier support to these users. If the Customer's designated Administrator is not able to answer or solve the authorized user's question about the application, the Customer's designated Administrator can call in their Persimmony Project Manager to help resolve the issue.

3. PERSIMMONY (Vendor) SOFTWARE SUPPORT

- VENDOR shall, under the terms and conditions of this Agreement, provide support in and troubleshoot system problems in accordance with the following specifications:
 - i) Online support requests made by the CUSTOMER Project Manager/Administrator ("Requestor" for the purposes of this support provision) received through e-mail or online form submissions will be responded to via three modes of communication: (1) telephone; (2) e-mail; or (3) remote desktop technology, depending on the nature of support request

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and discretion of Vendor for which support method it deems reasonable. Requestor will be solely responsible for all telephone, Internet and other communication charges that Requestor incurs from any support related activities.

ii) If VENDOR deems remote desktop support necessary, using the remote desktop technology, Requestor will be solely responsible to ensure that Requestor's network does not block access for use of such technology by VENDOR.

- The CUSTOMER Project Manager/Administrator can access free technical support via phone or via e-mail during VENDOR's regular business hours of 8:00 AM to 5:00 PM Pacific, Monday through Friday, excluding national holidays. Response times cannot be guaranteed, however typical response times to resolve most issues is within four hours of the initial request.
- VENDOR cannot be held liable for extended delays in technical support response times related to acts of God, third party communication systems failures and other unforeseeable events which may impact response times.
- VENDOR will respond to any errors report by Customer in accordance with its response policy attached to the contract as an Exhibit.

The Help Desk may be contacted by the following methods:

Email inquiries: support@persimmony.com

Direct Phone: (949) 770-5550

4. HOSTING SERVER ACCESSIBILITY AND UPTIME

- VENDOR agrees to host Software on its server or government cloud for the term of this contract. Server accessibility is granted only to authorized users pursuant to this Agreement.
- CUSTOMER agrees to reasonably maintain all client computers which access the VENDOR's server to be free of viruses, worms or other malicious software.
- VENDOR is not liable for data loss related to malicious software contained within the data of or with any correspondence of CUSTOMER. Recommended configuration is Windows 10 or higher, screen resolution of 1024x768, and Internet access.
- VENDOR is not responsible for user's computer hardware or software failures which restrict the users' ability to access the Software.
- VENDOR agrees to provide 24 hour access to its server; server access may be unavailable in the event of routine maintenance (routine maintenance should be scheduled outside of CUSTOMER business hours 6am-6pm), unexpected hardware failure, malicious attacks such as denial of service attacks, or other unforeseeable events which restrict outside access to the server.
- VENDOR agrees to retain and purge client records within Persimmony ECM based on the Customer's Management and Destruction Policy or their associated Retention Policy
- VENDOR agrees to perform routine backups of all data and maintain these backups for a reasonable amount of time.
- VENDOR guarantees 99.9% uptime for the server/database, excluding time necessary for scheduled maintenance and software modifications (routine maintenance are scheduled outside of Customer business hours 6:00 PM to 6:00 AM Pacific time)